

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

KELLY ARCHAMBAULT,

Plaintiff

v.

GC SERVICES LIMITED PARTNERSHIP

Defendant

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COMPLAINT
C.A. No.
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Introduction

1. This is an action brought by an individual consumer for unfair and deceptive debt collection practices. Defendant has violated the federal Fair Debt Collection Practices Act, 15 U.S.C. §1692 *et seq.* ("FDCPA") and the Maine state counterpart, 32 M.R.S.A. §11001 *et seq.* ("MFDCPA").

Parties

2. Plaintiff, Kelly Archambault ("Ms. Archambault"), is an individual who resides in Biddeford, Maine.

3. Defendant, GC Services Limited Partnership ("GC Services") is a debt collector as defined by the FDCPA with a principal place of business in Houston, Texas.

Jurisdiction and Venue

4. This Court has original jurisdiction over this action pursuant to 28 U.S.C §§1331 and 1367, and 15 U.S.C. §1692k(d). Venue in this District is proper pursuant to 28 U.S.C. §1391(b)(2), because a substantial part of the events giving rise to Ms. Archambault's claims occurred here.

Facts

5. On or about November 5, 2015, GC Services sent Ms. Archambault a collection letter regarding an alleged debt owed to Synchrony Bank/Sam's Club.

6. The November 5, 2015 letter was GC Services' initial contact with Ms. Archambault regarding this alleged debt.

7. The letter stated that:

We wanted to take this opportunity to introduce ourselves and inform you of your rights under the Fair Debt Collection Practices Act.

. . . If you dispute this balance or the validity of this debt, please contact us. If you do not dispute this debt within 30 days after you receive this letter, we will assume this debt is valid.

However, if you do dispute all or any portion of this debt within 30 days of receiving this letter, we will obtain verification of the debt from our client and send it to you. Or, if within 30 days of receiving this letter you request the name and address of the original creditor, we will provide it to you in the event it differs from our client, Synchrony Bank.

A true and accurate copy of the letter is attached hereto as Exhibit 1.

8. GC Services' letter did not include the full validation notice required by the FDCPA and MFDCPA.

9. The letter did not inform Ms. Archambault of her right to dispute a portion of the debt within 30 days.

10. The letter did not inform Ms. Archambault that the FDCPA and the MFDCPA require a dispute in writing to trigger GC Services' obligation to obtain verification of the debt or the name and address of the original creditor.

11. GC Services did not send Ms. Archambault another written validation notice within five days of its initial communication.

Count I: Violation of The Federal Fair Debt Collection Practices Act

15 U.S.C. §1692g

12. Plaintiff restates and realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

13. GC Services is a debt collector pursuant to 15 U.S.C. §1692a.

14. The alleged debt at issue is a consumer debt pursuant to 15 U.S.C. §1692a.

15. As detailed above, GC Services has violated 15 U.S.C. §1692g by failing to comply with the notice requirements of §1692g(a).

16. As a result of the above violations of the FDCPA, the Defendant is liable to the Plaintiff in the sum of her actual damages, statutory damages, costs and attorney's fees.

**Count II: Violation of The Maine Fair Debt Collection Practices Act
32 M.R.S.A. §11014**

17. Plaintiff restates and realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

18. GC Services is a debt collector pursuant to 32 M.R.S.A. §11012.

19. The alleged debt at issue is a consumer debt pursuant to 32 M.R.S.A. §11012.

20. As detailed above, GC Services has violated 32 M.R.S.A. §11014 by failing to comply with the notice requirements of §11014(1).

21. As a result of the above violations of the MFDCPA, the Defendant is liable to the Plaintiff in the sum of her actual damages, statutory damages, costs and attorney's fees.

WHEREFORE, Plaintiff respectfully prays that judgment be entered against the Defendant in the amount of:

- (a) actual damages pursuant to 15 U.S.C. §1692k and 32 M.R.S.A. §11054;
- (b) statutory damages pursuant to 15 U.S.C. §1692k and 32 M.R.S.A. §11054;
- (c) costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k and 32 M.R.S.A. §11054; and
- (d) for such other and further relief as may be just and proper.

Jury Demand

Plaintiff demands trial by jury.

Respectfully submitted,
KELLY ARCHAMBAULT
By her attorney:

Date: February 22, 2016

/s/ Andrea Bopp Stark, Esq.
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